

Purchasing Contact:  
**Pat Tower**

Telephone Number:  
**(860) 622-2541**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE**  
**EAST HARTFORD, CT 06108-3274**

Contract Award #  
**023-A-27-7011-C**

Contract Award Date  
**March 10, 2003**

Expiration Date  
**March 31, 2006**

**CONTRACT AWARD**

**IMPORTANT:** This is NOT a purchase order. Do NOT produce or ship without an agency purchase order.

COMMODITY CLASS/SUBCLASS & DESCRIPTION:

**5018/990 IBM Infoprint (or equivalent) Printing Systems**

FOR: **Dept. of Information Technology**  
**101 East River Drive.**  
**East Hartford, CT. 06108**

TERM OF CONTRACT:

**3 Year Contract**

**Date of Contract Award - March 31, 2006**  
(with an option to extend three additional years)

AGENCY REQUISITION NUMBER:

IN STATE (Non-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
<b>\$303,350.00</b>	---	---	<b>\$303,350.00</b>

**NOTICE TO CONTRACTORS:** This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- ▶ **CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ **PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**CONTRACTOR INFORMATION:**

Company Name: **IBM**

SSN/FEIN # **130-87-1985**

Address: **One Financial Plaza, 12<sup>th</sup> Floor**

Contact Person: **Gerald A. Baseel**

Tel. # **860-275-5570**

Certification Type: **None**

(SBE, MBE, WBE or None)

Fax # **860-275-5543**

Payment Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **Yes**

Company E-mail Address: [gbaseel@us.ibm.com](mailto:gbaseel@us.ibm.com)

Website: [www.ibm.com](http://www.ibm.com)

**APPROVED**

**Holly Miller-Sullivan**

**Director of Contract & Purchasing Division**  
(Original Signature on Document in Procurement Files)

**Date Issued: March 10, 2003**

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Purchasing Contact:  
**Pat Tower**

E-Mail Address:

**Contract Award  
SCHEDULE**

**023-A-27-7011-C**

CONTRACT AWARD DATE  
**March 10, 2003**

DELIVERY As specified  
**A.R.O.**

PAYMENT TERMS **Net 45 Days**  
CASH DISCOUNT  
% Days

**Pricing includes all transportation charges FOB state agency.**

VENDOR NAME: **IBM**

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SSN OR FEIN # **130-87-1985**

**Department of Information Technology is issuing this contract award for  
IBM Infoprint (or equivalent) Printing Systems to above named vendor**

**IBM will remove & discard the printer at no charge**

	Description	QTY	3000	4000	4100
1.	Purchase & Installation per specifications	1 ea	\$ 382,202	\$465,238/New 377,205/Ref	\$518,695
2.	Purchase & Installation with <b>Duplex</b> options	1 ea	\$578,395	\$758,048/New 514,702/Ref	\$862,895
3.	Maintenance & Repair per year total price (C totals transferred from page 2)	3 yr	\$152,880	\$161,504	\$178,127
4.	Maintenance & Repair with <b>Duplex</b> options (F totals transferred from page 2)	3 yr	\$204,635	\$229,880	\$224,268
5.	Training First shift	1 ea	\$ N/C	\$ N/C	\$ N/C
6.	Training Second shift	1 ea	\$ N/C	\$ N/C	\$ N/C
7.	Training Third shift	1 ea	\$ N/C	\$ N/C	\$ N/C
8.	Rental / Lease includes maintenance & repair per year total price (H totals transferred from page 2)	1 yr	\$117,384/year	\$ 123,468/New 102,576/Ref	\$ 137,664/year
9.	Rental /Lease includes maintenance and repair with <b>Duplex</b> options (J totals transferred from page 2)	1 yr	\$154,032/year	\$ 192,924/year Refurbished \$135,192/year	\$ 224,952/year

**\* NOTE: 60 Month FMV Lease Rates**

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**Bidder Contact:** Gerald A. Baseel

Address: 1 Financial Plaza, Htfd, CT. 06103

Phone: 860-275-5570 Fax: 5543 E-mail: [gbaseel@us.ibm.com](mailto:gbaseel@us.ibm.com)

**Representative that will service:**

Name: William Scheele

Address: same as above

Phone: 860-275-5546 Fax: 5508 E-mail: [wscheele@us.ibm.com](mailto:wscheele@us.ibm.com)

**Maintenance & Repair Service** for (purchased) Printing System

	Description	QTY	3000	4000	4100
A.	Maintenance & Repair Service For IBM Infoprint per month	1 mo	\$4872	\$ 4599	\$5056.92
B.	Per year	1 yr	\$57,924	\$ 55,188	\$60,683
C.	three years (transfer totals to page 1)	3 yr	\$159,293	\$ 165,564	\$182,049
D.	Maintenance & Repair with <b>Duplex</b> options per month	1 mo	\$5906	\$ 6671	\$ 7107.25
E.	Per year	1 yr	\$70,872	\$80,051	\$85,287
F.	three years (transfer totals to page 1)	3 yr	\$212,616	\$240,153	\$255,861

**Rental / Lease** Printing System (includes maintenance/repair)

G.	Rental / Lease with maintenance & repair included per month	1 mo	\$9782/month	\$ 10,289/new month \$8548/Ref. month	\$11,472/monthly
H.	Rental / Lease with maintenance & repair included per year (transfer totals to page 1)	1 yr	\$117,384/year	\$123,468/new yr. \$102,567/Ref yr.	\$137,664./year
I.	Rental with <b>Duplex</b> options per month	1 mo	\$12,836/month	\$16,077/new month \$11,266/ref month	\$18,746/month
J.	Rental with Duplex options per year (transfer totals to page 1)	1 yr	\$154,032/year	\$192,924/new year \$135,192 Ref/year	\$224,952/year

**Notes:**

1. Vendor must comply with the Standard & Special Bid & Contract Terms & Conditions.
2. Prices include equipment, installation including warrantee.

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All correspondence regarding this Invitation to Bid must be in writing and submitted to:  
Attn.: Pat Tower, PSO II, C/A # **023-A-27-7011-C**  
DOIT - Contract & Purchasing Division, 101 East River Drive, East Hartford, CT 06108

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**SPECIAL BID/CONTRACT TERMS AND CONDITIONS**  
**IBM Infoprint (or equivalent) Printing Systems**

**1. SCOPE**

The Department of Information Technology is seeking bids for:

- Purchase and Installation of IBM Infoprint (3000, 4000, and 4100) Printing Systems (or equivalent)
- Maintenance & Repair Service on the above (purchased) IBM Infoprint Printer
- Rental / Lease of an IBM Infoprint (3000, 4000, and 4100) Printer (with maintenance & repair included in rental/lease price)

This will be a three-year contract, 24/7 coverage/7 days a week with a four-hour response time, after placement of service call and includes all parts, labor, transportation, and all applicable costs. **The contract period will be from the Date of Award through March 31, 2006 with the option to extend for three additional years.**

**2. AUTHORIZED DEALER**

The Bidder is required to indicate that they are authorized to sell and service the product lines requested. The Bidder must be an authorized representative and the contractor may be asked to provide proof from the manufacturer prior to award or during the term of the contract. Contractors may not subcontract or assign this contract to a third party without prior written authorization from the Agency and the Department of Information Technology.

Bidders must be able, at the State's option, to demonstrate any/all hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State. The State reserves the right to request documentation for any item bid. Failure to provide said documentation upon request might result in disqualification from an award.

**3. DELIVERY & SHIPPING TERMS**

Contractors will give their earliest guaranteed delivery time (**A.R.O.**) and be specific (i.e. 14 days A.R.O.) **Delivery and Installation is an important factor in making the award.** The Agency would like equipment delivered and installed **within 30 days** of receipt of purchase order. Equipment shall be delivered in accordance with the instructions contained within the using agency's purchase order. Shipping terms are F.O.B. State Agency. Terms listed otherwise are subject to rejection.

**4. PRICING RATES & PAYMENT TERMS**

Bidders will quote prices for equipment listed on page 1 of the Bid Schedule page and provide the total yearly cost for maintenance and rentals (transfer totals from on page 2). Invoices will be **billed in arrears** in monthly increments.

Prices quoted will include the cost of labor, parts, factory overhaul, transportation, and substitute equipment as necessary to ensure 98% uptime availability of equipment. Bidders will ensure that quote includes all ancillary costs associated with the service in their bid. **Failure to include an applicable cost will be interpreted as that cost being included in the price.** Bidders must certify that their bid is good for a period of ninety (90) days.

Payment terms are **Net 45 days**. Invoices must reference the contract award number. In accordance with §4a-71 through 4a-74 Connecticut General Statutes, the State shall mail a payment check "...within forty-five days of receipt of a properly completed claim or receipt of goods and services, whichever is later".. *Exception:* Set-Aside bid payment terms shall be in accordance with CGS 32-9h. ***Bidders may offer discounts for early payments.***

**5. INSURANCE REQUIREMENTS**

The awarded contractor will carry sufficient insurance to cover the nature of work to be performed to indemnify and hold the State of Connecticut harmless from any insurable cause whatsoever. Upon Request, the awarded contractor will furnish a current Certificate of Insurance evidencing General

**SPECIAL BID/CONTRACT TERMS AND CONDITIONS**  
**IBM Infoprint (or equivalent) Printing Systems**

Liability, including products and completed operations coverage, Workers' Compensation and Automobile Liability coverage, naming the State of Connecticut as additional insured.

**6. BASIS OF AWARD**

An award will be issued to the lowest, responsible, qualified bidder, who is in compliance with all portions of this ITB. The State reserves the right to reject bids that (it deems) are not in compliance. The State reserves the right to make awards in a manner deemed in the best interest of the State. If deemed necessary, an inspection of the bidder's service facility may be required to make an award.

Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. If other than the aforementioned terms and conditions are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

**7. CANCELLATION & PENALTIES**

The State reserves the right to cancel this invitation to bid, contract award, or specific line item without penalty for any reason it deems appropriate.

In the event the awarded contractor is not providing satisfactory service, which has to be remedied by another party, the State will access the awarded contractor the full amount expended to correct the deficiencies. The state reserves the right to cancel any unfulfilled portion of the contract if the Department of Information Technology deems the service and/or replacement parts provided by the awarded contractor are unsatisfactory or inconsistent with the bid/contract terms and conditions.

**8. CONTRACTOR INFORMATION**

In the event that the awarded contractor's information changes (i.e. name, address, telephone), it is the awarded contractor's responsibility to notify the DOIT, *Contracts & Purchasing Division*, of such changes in writing. The State will not be held responsible for payments or purchase orders that are delayed due to additional routing caused by the lack of notification on the awarded contractor's part.

**9. PURCHASE ORDERS & INVOICES**

The using agency will issue purchase orders. Questions regarding purchase orders and invoicing should be directed in accordance with the instructions contained in the boilerplate of the purchase order. Payments may be delayed if the invoice is not properly completed in accordance with the instructions contained on the purchase order.

**10. PRICE ADJUSTMENTS**

Price decreases will become *effective immediately*. Contractors shall bill the State at the reduced price on all deliveries made on or after the date of the price reduction. Contractors also shall promptly notify DOIT concerning the change with a copy of the pricing medium.

Pricing quoted shall remain firm for a period of one (1) year from effective date of contract award. Annual price adjustments for labor, materials, and maintenance shall not exceed the sum of the most recent twelve months Consumer Price Index-Urban (CPI-U, US City Average, All Items, Not Seasonally Adjusted). The CPI-U may be found at <http://www.bls.gov/cpi/>.

The vendor shall submit its proposed adjustment to DOIT at least ninety (90) days prior to the requested effective date. The requested effective date may be a date selected by the vendor; however, only one adjustment is allowed in any twelve-month period. If the vendor has not requested a rate change in twelve months and the annual CPI-U is negative, DOIT shall impose a rate decrease equal to the twelve month negative CPI-U.

**SPECIAL BID/CONTRACT TERMS AND CONDITIONS**  
**IBM Infoprint (or equivalent) Printing Systems**

The vendor shall not charge a higher rate until approved by DOIT via contract supplement. **No retroactive increase will be allowed.** The State reserves the right to reject any requests deemed excessive. Contractors will honor contract pricing on purchase orders issued prior to the effective date of any increase in price.

**11. PENALTIES**

In the event the awarded contractor is not providing satisfactory service, which has to be remedied by another contractor, the State will assess the awarded contractor the full amount expended to correct the deficiencies. The State reserves the right to negotiate and assess penalties for lack of service.

**12. LAWS & TAXES**

Bidders and the awarded contractor shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut and all terms and conditions of the bid.

Bidders and the awarded contractor will ensure, in good faith, that their participation in this bid process will not raise a question of conflict of interest or a breach of ethics issue under the provisions of the State Ethics Code, specifically §1-84 and §1-85 of the Connecticut General Statutes.

Bidders may not participate in any *ex parte* communications with any of the manufacturers, dealers or other respondents who are responding to this Invitation to Bid. **Bidders may not contact the using agency or its employees regarding this ITB**, unless permitted (in writing) by the Director of the Contracts & Purchasing Division of the Department of Information Technology or her designee.

Bidders and the awarded contractor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statute sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as the following:

- ▶ Affirmative Action Policy Statement: <http://www.state.ct.us/governor/aapolicy.htm>
- ▶ Sexual Harassment Policy Statement: <http://www.state.ct.us/governor/sexualharasspolicy.htm>
- ▶ Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation
- ▶ Executive Order Number Three issued by Governor Thomas J. Meskill, promulgated on June 16, 1971, Nondiscrimination Clauses in Contracts:  
<http://www.state.ct.us/governor/executiveorders/meskill3.htm>
- ▶ Executive Order Number Seventeen issued by Governor Thomas J. Meskill, promulgated on February 15, 1973, Job Listings with the State Employment Service:  
<http://www.state.ct.us/governor/executiveorders/meskill17.htm>
- ▶ Executive Order Number Sixteen—of Governor John G. Rowland—promulgated on August 4, 1999, regarding Violence in the Workplace Prevention Policy. No. 16:  
<http://www.state.ct.us/governor/executiveorders/no16.htm>

Purchases made by the State of Connecticut are exempt from the payment of Federal Excise Tax, Transportation Tax, and Connecticut Sales and Use Tax. Upon request, the using agency will provide a Federal Excise Tax Exemption Certificate.